

General Terms and Conditions of the Facility - Individual Clients

Introductory Provisions

Guests are governed by the legal system of the Czech Republic based on Czech law and the accommodation rules of **Windsor Spa Hotel Karlovy Vary** (hereinafter referred to as the "accommodation facility"). The accommodated guest (hereinafter referred to as the "client") accepts the accommodation rules as a contractual condition for accommodation and is obliged to comply with its provisions.

Accommodation facility:

Hotel: Windsor Spa Hotel Karlovy Vary

Address: Mlýnské nábřeží 507/5, 360 01 Karlovy Vary

Each client is obliged to familiarize themselves with these accommodation rules; ignorance of them will not be taken into account. The accommodation rules are available at the reception of the accommodation facility.

General Terms and Conditions (hereinafter referred to as "conditions") of the accommodation facilities operated by **Windsor Spa Hotel s.r.o., Company ID: 01976486, headquartered in Mlýnské nábřeží 507/5, 360 01 Karlovy, registered in the Commercial Register maintained by the Regional Court in Plzeň, Section C, File 28961**, regulate the mutual contractual relationship between Windsor Spa Hotel s.r.o. and the individual who orders the services (hereinafter referred to as the "client").

Article I - Subject of the Contractual Relationship

These Conditions regulate the rights and obligations of the parties concerning the temporary rental of hotel rooms for accommodation, recreational and other accompanying services of the accommodation facilities, as individual services according to the client's individual request.

Article II - Formation of the Contractual Relationship

The contractual relationship between the client and the accommodation facility arises upon confirmation of the reservation by the accommodation facility. The accommodation facility undertakes to provide the client with the stay and ensure the agreed-upon services in the agreed scope and quality (hereinafter referred to as the "stay"), and the client is obliged to pay the agreed price to the accommodation facility.

Article III – Reservation, Price, and Payment

3.1 Reservation of the Stay

By phone: +420 353 242 569

By email: reservation@windsorspahotel.cz

Via electronic form on the website: <https://www.windsorspahotel.cz>

3.2 The client is obliged to pay the agreed contractual price for accommodation and any other services used according to the set prices in the price list or booking system.

The prices of the provided services are listed on the respective website <https://www.windsorspahotel.cz>

Changes in services and prices are reserved.

3.3 The payment for the booked and confirmed services must be made by the client in cash, by credit card, or by bank transfer in the form of a deposit and the remaining balance.

The payment for the ordered services must be made before the stay begins at the accommodation facility and by the payment due date.

Services are considered paid once the payment is credited to the accommodation facility's bank account.

The amount of deposits and the schedule for payments in the case of a bank transfer is as follows, unless otherwise agreed by the parties:

For stays, the client is obliged to pay a deposit of 100% of the specified price or another amount specified on the document at the time of entering into the contract. The remaining balance must be paid upon the completion of the services.

For the issuance of gift vouchers, it is a condition to pay 100% of the gift voucher price within 5 days of its issuance or another date specified on the issued document. Purchased gift vouchers are non-refundable. They are valid for a maximum period of 1 year from the issuance date, unless otherwise specified. If the gift voucher value is not fully used, the accommodation facility does not pay the remaining value of the gift voucher in cash.

Payment Methods

CZK na účet číslo: 17352483/0300 u ČSOB v ČR
(IBAN: CZ880300000000017352483, SWIFT: CEKOCZPP)

EUR na účet číslo: 01952280/0300 u ČSOB v ČR
(IBAN: CZ9403001712800017352483, SWIFT: CEKOCZPP)

USD na účet číslo: 1017738743/0300 u ČSOB v ČR
(IBAN: CZ7503000000001017738743, SWIFT: CEKOCZPP)

Payment in cash at the hotel reception.

Payment by credit card (Visa, Maestro, Euro Card, Master Card, Amex).

The client's stay may be fully or partially paid by the employer or another organization. In this case, the client must notify this upon submitting the reservation, and the stay will be invoiced to the reserving party.

3.4 If the client is delayed in paying for the provided services, the accommodation facility has the right to charge the client default interest according to Government Regulation No.

351/2013.

3.5 Payments can be made in Czech crowns (CZK), in Euros (EUR)

Article IV - Basic Rights and Obligations of the Client

4.1 Client's Rights:

- a) The right to proper provision of the agreed and paid services
- b) The right to be informed of any changes to the agreed services
- c) The right to cancel the contract at any time before the start of the stay or use of individual services according to Article VI
- d) The right to file a complaint regarding defects

4.2 Client's Obligations:

- a) To cooperate with the accommodation facility as necessary to ensure the proper provision of services, particularly by providing truthful and complete information in the reservation, including reporting any changes to such information
- b) To promptly communicate any changes in the conditions and content of the agreed services
- c) To accept the documents required to use the services and to arrive at the designated time and location
- d) In the event of cancellation of the contract, the client is obliged to notify the accommodation facility of such cancellation and pay the cancellation fee as per the cancellation conditions

Article V - Basic Obligations of the Accommodation Facility

- a) To provide the client with all information regarding the stay
- b) To ensure the client's stay based on the confirmed reservation and in compliance with applicable legal regulations
- c) In the event of cancellation of the contract by the client in accordance with these conditions or the law, to refund the difference between the paid stay and the applicable cancellation fees, no later than 14 days after receiving the cancellation in writing

Article VI - Cancellation of the Contract and Cancellation Conditions

The client has the right to cancel the stay at any time, i.e., to withdraw from the contract. The contractual relationship is terminated, and the participation is canceled on the day the cancellation (stay cancellation) is submitted to the accommodation facility in writing. In this case, the accommodation facility has the right to charge a cancellation fee (penalty). The cancellation fee is due immediately. After deducting the cancellation fee from the total stay price, the client will receive the remaining amount of the paid amount. If the cancellation fee is higher than the paid deposit, the client is obliged to pay the difference.

Cancellation Fees for Standard Reservations (Refundable Cancellation Policy)

Standard Summer Conditions (May-November):

Cancellation of a standard reservation up to 2 days before arrival is free of charge.

The client pays 100% of the price if the reservation is canceled less than 2 days before the arrival date.

The client pays 100% of the price in case of shortening the stay during the stay or in the event of a no-show.

Cancellation Fees for Non-Refundable Reservations (Non-Refundable Cancellation Policy)

Confirmed non-refundable reservations are valid, guaranteed, and cannot be canceled. The client pays 100% of the price if the reservation is canceled, the stay is shortened during the stay, or in the event of a no-show.

Current cancellation fees are listed on the respective website

<https://www.windsorspahotel.cz>

Cancellation fee changes are reserved.

If the client voluntarily cancels part of the stay or does not use any already paid services, they are not entitled to a financial refund. In case of cancellation of already ordered services, the accommodation facility reserves the right to apply cancellation conditions by debiting the hotel account for the following services: 100% of the price of unutilized services (e.g., massage, relaxation treatments) if canceled less than 24 hours before their use.

Article VII – Processing of Personal Data

Please take the time to read the information regarding the protection of personal data.

Why do we collect information?

- Information is collected to facilitate the booking process between the customer and the accommodation provider. It also allows us to offer additional services where you consent to such offers and/or helps us improve this process for future use.

For what purposes do we collect information?

- To support or facilitate the booking process
- For voluntary customer registration for the newsletter
- For statistical use of the system to potentially improve it
- There is no other use of the collected information, and it is never shared with third parties without consent

Who has access to some or all of the collected information?

- The accommodation provider where your reservation will be made
- The provider of the website and booking form
- Authorized institutions

What access do we guarantee to visitors regarding their collected information?

- Access to all collected information is allowed at any time upon request. If you believe that incorrect information has been collected or if you wish to dispute any information, please contact us.

Cookie Policy

What are Cookies?

- Cookies are small files that store information in your browser and are typically used to distinguish individual users. However, based on this information, the user's identity cannot be identified.

What do we use cookies for?

- To ensure the proper functionality of our website, allowing the booking process to be completed with minimal issues.
- To determine which pages and features are most frequently used by visitors.

What types of cookies do we use?

- The cookies used on our site can be divided into two main types based on their duration:
 - **Session cookies**, which are temporary and remain stored in your browser only until you close it.
 - **Persistent cookies**, which remain stored on your device for a longer period or until manually deleted (the duration depends on the settings of the cookie and your browser settings).

Based on the function of the individual cookies, they can be divided into:

- **Conversion cookies**, which allow us to analyze the performance of different sales channels
- **Tracking cookies**, which, in combination with conversion cookies, help analyze the performance of different sales channels
- **Remarketing cookies**, which we use to personalize ad content and target it correctly
- **Analytical cookies**, which help us improve the user experience on our website by understanding how users interact with it
- **Essential cookies**, which are important for the basic functionality of the website

Some cookies may collect information that is later used by third parties, such as supporting our advertising activities (so-called "third-party cookies"). However, based on this data, you cannot be personally identified. The cookies we use allow us to improve our website. If you do not wish to accept cookies, you can adjust your browser settings. The Help function in your browser explains how to change these settings. You can also visit www.aboutcookies.org for comprehensive information on how to manage cookies in various browsers. Please note that by blocking cookies, you may not be able to fully utilize all functions of these websites, particularly using the booking system to complete a reservation.

Article VIII - Consent to receive commercial communications

By confirming the booking of the stay, the Client grants the accommodation facility consent

to receive commercial communications, including commercial news and offers related to the accommodation services of the Accommodation Provider. The Customer may withdraw his/her consent at any time and stop receiving these communications by unsubscribing from the subscription form available in the footer of each commercial communication.

Article IX – Out-of-Court Resolution of Consumer Disputes

In accordance with § 1820, paragraph 1, letter s) of the Civil Code and § 14, paragraph 1 and § 20d et seq. of Act No. 634/1992 on consumer protection, the seller informs the consumer that they may submit a proposal for out-of-court resolution of a consumer dispute to the Czech Trade Inspection Authority (Česká obchodní inspekce), which can be contacted through the website www.coi.cz. The Czech Trade Inspection Authority handles proposals for out-of-court resolution of consumer disputes in the manner and under the conditions set by the relevant legal regulations. For the avoidance of doubt, no provision of these terms excludes the possibility for the consumer to bring a claim before a civil court.

For out-of-court resolution of consumer disputes arising from a sales contract, the competent authority is the Czech Trade Inspection Authority, located at Štěpánská 567/15, 120 00 Prague 2, Company ID: 000 20 869, website: www.coi.cz. The online dispute resolution platform available at <http://ec.europa.eu/consumers/odr> can be used for resolving disputes between the seller and the buyer arising from a sales contract.

Article X – Final Provisions

These General Terms and Conditions come into effect on June 1, 2024, and invalidate all previous valid terms.

Contractual relationships formed before the effective date of these terms remain valid and are governed by the terms in effect at the time of their creation.